

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PARAMOUNT PICTURES
CORPORATION,

Plaintiff,

v.

NORTH PACIFIC INTERNATIONAL
TELEVISION, INC., d/b/a KHCV-TV
CHANNEL 45,

Defendant.

CASE NO. C04-2068JLR

ORDER

I. INTRODUCTION

This matter comes before the court on a motion for summary judgment from Plaintiff Paramount Pictures Corporation (“Paramount”). (Dkt. # 9). Defendant North Pacific International Television, Inc. (“NPI”) has not opposed Paramount’s motion. The court finds this matter appropriate for resolution without oral argument. For the reasons stated below, the court GRANTS Paramount’s motion.

II. BACKGROUND

In 2003, NPI entered into five license agreements with Paramount. Under the agreements, NPI gained the right to broadcast on its Seattle-area television station all

1 episodes of five classic television series: “Mork & Mindy,” “Hawaii 5-0,” “Happy
2 Days,” “Laverne & Shirley,” and “Family Ties.” Paramount agreed to a license fee for
3 each series. It is undisputed that NPI never broadcast any episode of any of the licensed
4 series. It is also undisputed that NPI never paid Paramount any license fee.

5
6 Paramount now seeks summary judgment that NPI breached each license
7 agreement and owes it all unpaid license fees.

8 **III. ANALYSIS**

9 In examining Paramount’s motion, the court must draw all inferences from the
10 admissible evidence in the light most favorable to the non-moving party. Addisu v. Fred
11 Meyer, Inc., 198 F.3d 1130, 1134 (9th Cir. 2000). Summary judgment is proper where
12 there is no genuine issue of material fact and the moving party is entitled to judgment as a
13 matter of law. Fed. R. Civ. P. 56(c). The moving party bears the initial burden to
14 demonstrate the absence of a genuine issue of material fact. Celotex Corp. v. Catrett, 477
15 U.S. 317, 323 (1986). Once the moving party has met its burden, the opposing party
16 must show that there is a genuine issue of fact for trial. Matsushita Elect. Indus. Co. v.
17 Zenith Radio Corp., 475 U.S. 574, 586-87 (1986). The opposing party must present
18 significant and probative evidence to support its claim or defense. Intel Corp. v. Hartford
19 Accident & Indem. Co., 952 F.2d 1551, 1558 (9th Cir. 1991). Where a question
20 presented is purely legal, summary judgment is appropriate without deference to the non-
21 moving party.
22

23 In cases like this one, where the non-moving party fails to oppose a summary
24 judgment motion, the court must still apply the above standards consistent with Fed. R.
25 Civ. P. 56. Henry v. Gill Indus., Inc., 983 F.2d 943, 949-50 (9th Cir. 1993) (holding that
26 court may not grant summary judgment merely because motion is unopposed, even where
27 local rules are to the contrary). The court must determine if the moving party’s papers
28

1 are sufficient to demonstrate that there is no genuine issue of material fact and judgment
2 is appropriate as a matter of law. See id. at 950.

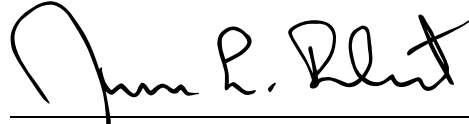
3 In this case, all facts material to Paramount's claims are either undisputed or
4 admitted. Copies of the five license agreements at issue are attached to Paramount's
5 summary judgment motion. In its answer, NPI admitted that it entered into each of these
6 agreements in 2003. Answer ¶ 5. Each contract consists of a letter agreement detailing
7 the terms applicable to the particular television series. For example, the Laverne &
8 Shirley contract allowed NPI to broadcast each episode of the series up to three times at
9 specified times, and specified a license fee of \$26,500. Each contract also contains
10 Paramount's "Standard Terms and Conditions." At Paragraph 7 of the Terms and
11 Conditions, the licensee agrees to pay the specified license fee "regardless of whether or
12 not Licensee shall have telecast the Picture(s)." At Paragraph 12 of the Terms and
13 Conditions, the licensee agrees that upon notice of breach of the agreement, Paramount
14 can make the full balance of the license fee payable immediately. In June 2004, having
15 received no payment from NPI, Paramount sent a letter to NPI notifying it of a breach of
16 each license agreement. NPI admits that it received the letter. Answer ¶ 9. NPI also
17 admits that it never made payments under any of the license agreements. Answer ¶ 10.

18 Paramount has thus shown that there is no genuine issue of material fact that NPI
19 breached each of the five license agreements, and that NPI owes it all unpaid license fees
20 under each agreement. The full balance is \$223,800, consisting of \$23,750 for the Mork
21 & Mindy agreement, \$70,000 for the Hawaii 5-0 agreement, \$76,500 for the Happy Days
22 agreement, \$26,550 for the Laverne & Shirley agreement, and \$27,000 for the Family
23 Ties agreement. Paramount has also shown that it is entitled to interest at 10% per annum
24 on the unpaid balance, commencing on June 3, 2004. Terms & Conditions ¶ 12(b).
25 Paramount is also entitled to attorneys' fees as specified in the license agreements. Id.

IV. CONCLUSION

For the foregoing reasons, the court GRANTS Paramount's motion for summary judgment. (Dkt. # 9). The clerk shall enter judgment consistent with this order.

Dated this 9th day of May, 2005.

A handwritten signature in black ink, appearing to read "James L. Robart", written over a horizontal line.

JAMES L. ROBART
United States District Judge